



**BIZ ELEVATE FUNDING**  
FUELING YOUR FINANCIAL SUCCESS

## Terms of Use

**Last Modified: February 2025**

The following outlines the terms and conditions (the “Terms”) under which Biz Elevate Funding, operating under the name Biz Elevate Funding (“Company,” “Us,” “We”), grants you (“You,” “User”) access to the website located at [www.bizelevatefunding.com](http://www.bizelevatefunding.com) (the “Site”) and provides the option to connect with funding sources for small to medium business funding solutions via the Site (the “Services”).

Please be aware that we are not a government agency, financial institution, or loan provider. Our role is to deliver valuable services that link small to medium businesses with funding sources. We may receive referral fees from these funding providers to facilitate your connection. The Services do not encompass every funding source or product available. We cannot guarantee that you will receive a match or an offer or that your matches will provide the best rates and terms.

Information on the Site should not be considered financial advice or a suggestion to buy or sell financial products. The Services do not constitute an offer, invitation, or recommendation related to the subscription, purchase, or sale of financial products.

Please note that you may apply for small—to medium-business loans directly with a lender without utilizing the Services, either independently or through an authorized third party.

We encourage you to thoroughly read these Terms and our privacy policy, which may be updated periodically. The current version is available at [www.bizelevatefunding.com/privacy-policy](http://www.bizelevatefunding.com/privacy-policy) (“Privacy Policy”).

You agree to abide by the Terms and Privacy Policy by accessing the Site. If you do not concur with the Terms and Privacy Policy, please exit the Site and refrain from using the Services. Access to and use of the Site is prohibited where it is not permitted by law. By utilizing the Site, you affirm that you are at least 18 years old and that your use does not contravene any applicable laws or obligations. You further confirm that (a) all information you provide is true and accurate; (b) you are of legal age to enter into a binding contract for funding; and (c) your use of the Site or Services is for a legitimate business purpose.

### **The Services**

The Services are designed solely to facilitate connections between small—to medium-sized businesses seeking funding solutions and funding providers. To access our Services, you must



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complete an application (“Application”) containing information and documents concerning your business.

You agree to provide true, accurate, current, and complete information in the Application. We are not liable for any issues arising from your failure to provide accurate information. Should we determine, at our discretion, that you have not done so, we may suspend or terminate your access to the Site and Services.

By submitting the Application and the provided information, you authorize us to share your application with our network of trusted funding providers.

Funding providers may request that you provide bank statements to complete their evaluation of your request (“the Statements”). You have the option to (1) share your Statements with the provider(s) through their respective websites or (2) utilize a third-party service through our site that allows us and the provider(s) to retrieve your Statements (some providers may allow access to this service on their websites). By utilizing the third-party service, you affirm that you have completed all necessary steps with your bank to authorize this access. Entering your online banking credentials will require using the third-party service. Please note that we do not store or use these credentials. To learn more about the third-party service, please visit their website. Statements may be kept and shared with providers or sent directly to them, depending on the relationship between the third-party service and the providers. Remember that some funding providers may have separate processes for obtaining your Statements.

Any funds received will be subject to a separate agreement between you and the funding provider. You acknowledge that we play no role in the decision-making process regarding your funding and that we merely share the Application with providers on your behalf.

### **Special Terms for Use of the Service**

Our Services (excluding merchant cash advances) are not available to residents of California, the District of Columbia, Nebraska, Nevada, North Carolina, North Dakota, Oregon, Rhode Island, Tennessee, or Vermont.

The requested funding amount must exceed \$5,000.

### **Messaging Policy**

If you have provided the necessary consent, we or authorized third parties may contact you via calls or text messages, including through automatic dialing systems or pre-recorded messages, regarding your application status at the phone number you provided. This consent applies even if your number is on any Do Not Call registry.



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**Message Frequency:** The number and frequency of SMS/MMS messages may vary. To opt out, reply "STOP" to any text message or contact us. You will receive one final confirmation message after opting out. Allow up to three business days to process your request, and you can resume receiving messages anytime by replying "UNSTOP."

For assistance, reply "HELP" to any message or contact us at [help@bizelevatefunding.com](mailto:help@bizelevatefunding.com).

**Costs:** Standard message and data rates may apply for each text message sent or received in connection with our messages, as per your mobile service plan (please check with your carrier for details). We do not impose an additional fee for sending messages. You are solely responsible for maintaining and paying all charges associated with your mobile device.

**No Guarantee:** We are not responsible for incomplete, lost, late, or misdirected messages, including undelivered messages that may result from any filtering by your mobile carrier or service provider.

**Automated Dialing Technology Use:** By providing us with your phone number, you consent to receive SMS messages through automatic dialing technology or pre-recorded voices.

**General Communications:** You agree to receive notifications from us, our representatives, employees, and agents through any means permitted by these Terms, including phone calls and text messages utilizing automatic dialing technology.

**Carriers:** Supported carriers may vary based on your location. **Eligibility:** To receive text messages from us, you must be a United States resident and at least 18 years of age. We reserve the right to require proof of age.

**Termination:** We reserve the right to cancel or suspend any SMS alert services, in whole or in part, for any reason, with or without prior notice.

## **Pricing and Fees**

We do not charge you a fee for the Service. Please remember that the terms set forth by funding providers may differ and are at their discretion.

## **Intellectual Property**

We own or possess the necessary authorizations or licenses for the Site and its materials (including the Services) and hold all associated global intellectual property rights. Without explicit permission, you may not copy, modify, distribute, display, perform, sublicense, republish, reproduce, create derivative works of, sell, or otherwise utilize the Site or any content, including the Services. We or



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third parties own all trademarks, service marks, and logos on the Site. Nothing in these Terms confers any rights to use trademarks or service marks of us or third parties.

You agree not to attempt to (a) decipher, decompile, or reverse-engineer any software used for the Site or Services; (b) circumvent or interfere with security features of the Site; (c) use any automated system to retrieve or index Site content; or (d) collect information about users of the Site.

### **Disclaimers & Warranties**

No representations or warranties, express or implied, are made regarding the legal or other consequences of using our Site or Services.

Your use of the Site or Services is solely at your own risk. The Site and Services are provided “AS-IS” without any warranties. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. We do not guarantee the security, accuracy, or performance of the Site or Services or that the Site will be error-free.

If you rely on information from the Site, you do so at your own risk. Some jurisdictions do not allow the exclusion of certain warranties, so these exclusions may not apply to you.

### **Limitation of Liability**

IN NO EVENT SHALL THE COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DAMAGES ARISING FROM YOUR USE OF THE SITE, INCLUDING INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. This limitation applies even if the Company was advised of the possibility of such damage. The aggregate liability for damages arising from these Terms or your use of the Services shall not exceed USD 1,000.

Any cause of action arising out of or related to the Site or Services must commence within one year after the cause of action arises; otherwise, such cause of action is permanently barred.

### **Links**

The Site may include links to third-party websites. We have no control over these sites and do not take responsibility for their content, privacy policies, or any transactions they conduct. We do not endorse the products offered by third parties and recommend exercising caution when using these sites.

### **Governing Law and Miscellaneous**



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The laws of Pennsylvania govern these Terms without regard to its conflict of law provisions. You may be subject to additional local, state, or federal laws. Any disputes must be resolved exclusively in the courts of Pennsylvania, and you consent to their jurisdiction.

The remainder will remain in effect if any provision of these Terms is unenforceable. Nothing in these Terms creates any agency or partnership relationship between you and us. We may assign our rights under these Terms without notice. You may not assign any of your rights hereunder; any unauthorized assignment is void. A waiver of any breach doesn't constitute a waiver of any preceding or subsequent breach.



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